

SOLICITATION OF OFFERS
ISSUED BY
THE CITY OF EL PASO
PURCHASING DEPARTMENT

SOLICITATION NO: 2007-037

DATE ISSUED: OCTOBER 10, 2006

TITLE: BUS SHELTER PAINTING-SUN METRO

An original, signed, sealed , OFFER to furnish the goods and/or services set forth in the SCHEDULE will be received at the place indicated below, until:

2:00 PM, local time, WEDNESDAY, NOVEMBER 8, 2006

NOTICE When used in formal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

ADDRESS OFFERS TO:
PURCHASING MANAGER-FINANCIAL SERVICES DEPARTMENT
CITY OF EL PASO

MAIL TO:

TWO CIVIC CENTER PLAZA
EL PASO, TX 79901-1196

OR

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:

JESUS M. JUAREZ , Procurement Analyst
Telephone: [915] 541-4317 FAX: [915] 541-4347

EXPIRATION OF OFFERS

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within ONE HUNDRED TWENTY[120] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____
A004	_____	A005	_____	A006	_____
A007	_____	A008	_____	A009	_____

OFFER SUBMITTED BY

COMPANY NAME _____

STREET ADDRESS _____

P.O. BOX NUMBER _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-Mail address _____

☐ PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY _____

SIGNATURE AND DATE OF OFFER _____

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD, OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT ☐

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NOTICE: PUBLIC DISCLOSURE OF BID INFORMATION

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information*, may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

IMPORTANT NOTICE

If you received your copy of this solicitation from the **BID NET**, or any source other than directly from the City of El Paso, and you plan to respond to it, please notify the City immediately, so you will be placed on the active bidders list, and will be sent, directly, all amendments and notices pertaining to the solicitation. It would also be helpful if you would supply a contact person's name, along with their telephone and FAX numbers and E-mail address.

Any extensions or changes in due date for any RFP's/Bids will be posted on the City of El Paso's website which is www.elpasotexas.gov

**SECTION A
SCHEDULE OF ITEMS
BUS SHELTER PAINTING
SUN METRO**

**BID NUMBER: 2007-037
BID OPENING DATE: 11/8/2006**

The City of El Paso , is seeking to establish a (Service) Contract for Bus Shelter Painting for Sun Metro. The City shall order all of it's parts / supplies / services from the successful bidder (contractor) , from time to time, as needed.

THE TERM OF THIS CONTRACT SHALL BE FOR NINE (9) MONTHS AFTER NOTICE TO PROCEED IS ISSUED.

THIS IS A ONE TIME PURCHASE CONTRACT

NOTE 1: ALL ITEMS DELIVERED SHALL COMPLY WITH THE SPECIFICATIONS SET FORTH IN SECTION B.

NOTE 2: FAILURE TO SIGN CERTIFICATIONS [Section D - FTA Addendum] MAY BE CAUSE FOR REJECTION OF BID.

**NOTE 3: ACCURACY OF ESTIMATED QUANTITIES
The City believes that the numbers used as item quantities to be a reasonably accurate estimate; however, the actual quantity may be more or less than the estimate, and shall not be the basis for any change in the contract per unit price.**

NOTE 4: DESCRIPTIVE LITERATURE CONTAINING SUFFICIENT INFORMATION TO DETERMINE PRODUCT COMPLIANCE WITH SPECIFICATIONS MUST ACCOMPANY BID. THE CITY OF EL PASO RESERVES THE RIGHT TO REQUEST SAMPLES FROM BIDDER(S) PRIOR TO AWARD OF CONTRACT.

Below please state price for each item, include all costs of painting services, labor and materials:

GROUP I – 6X9 Shelter (85 ea)

[6 X 9'] Bus Passenger Shelter Painting, Parts And Labor	PRICE \$_____
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GROUP II—6X15 Shelter (4 ea)

[6 X 15'] Bus Passenger Shelter Painting, Parts And Labor	\$_____
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GROUP III—6X18 Shelter (12 ea)

BIDDER'S (COMPANY) NAME _____

[6 X 18'] Bus Passenger Shelter Painting, Parts And Labor**\$ _____****LOCATION OF SHELTERS PER ATTACHED LIST****List of Shelters**

SHELTER #		STREET	CROSS STREET	DESCRIPTION
1	1	HAWKINS	MONTANA AVE.	BLUE
2	3	MONTANA AVE.	CHELSEA	BLUE
3	27	MONTANA AVE.	ST. JOHN DR.	BLUE
4	33	VISCOUNT BLVD.	8935 VISCOUNT BLVD.	BLUE
5	36	McRAE BLVD.	ALBUM AVE./BELLIS AVE.	BLUE
6	37	McRAE BLVD.	MONTWOOD DR.	BLUE
7	38	GATEWAY WEST BLVD.	Mc RAE BLVD.	BLUE
8	39	MONTANA AVE.	SIOUX DR.	BLUE
9	55	EDGEMERE BLVD.	SIOUX DR.	BLUE
10	72	MONTANA AVE.	ST. VRain ST.	BLUE
11	76	MONTANA AVE.	COTTON ST.	BLUE
12	84	LOMALAND DR.	PELLICANO	BLUE
13	85	VISTA DEL SOL DR.	RIDGEMAR APT.	BLUE
14	86	MONTANA AVE.	AIRWAY BLVD.	BLUE
15	87	MONTWOOD DR.	LAKE OMEGA ST.	BLUE
16	99	MONTWOOD DR.	LEE TREVINO DR.	BLUE
17	108	MONTWOOD DR.	BRIAN MOONEY AVE.	BLUE
18	6	ALABAMA ST.	HAMILTON AVE.	BROWN
19	7	DYER ST.	HAYES AVE.	BROWN
20	8	COPIA ST.	FRANKFORT AVE.	BROWN
21	10	MONTANA AVE.	COPIA ST.	BROWN
22	20	SUN VALLEY	ANTLER	BROWN
23	40	STONEWALL RD.	F.L. HAYDEN DR.	BROWN
24	41	ALABAMA ST.	ZION DR.	BROWN
25	42	AUDOBON ST.	FAIRBANKS DR.	BROWN
26	43	SANDERS AVE.	SHOPPERS RD.	BROWN
27	44	HERCULES AVE.	DYER ST.	BROWN
28	45	YANDELL DR.	DALLAS	BROWN
29	46	Mc COMBS ST.	RHEIMS CT.	BROWN
30	47	KEMP AVE.	DYER ST.	BROWN
31	48	DIANA DR.	ALPS DR.	BROWN
32	71	PIEDRAS ST.	FORT BLVD.	BROWN
33	73	YANDELL DR.	ST. VRain ST.	BROWN
34	80	TRANSMOUNTAIN	WAL-MART	BROWN
35	100	DIANA DR.	TETONS DR.	BROWN
36	101	ALCAN ST.	SUN VALLEY DR.	BROWN
37	102	DYER ST.	HONDO PASS	BROWN
38	107	DYER ST.	SHEPPARD AVE.	BROWN
39	4	COTTON ST.	MURCHISON DR.	GREEN

BIDDER'S (COMPANY) NAME _____

40	5	BROWN ST.	CLIFF DR.	GREEN
41	11	MEDICAL CENTER ST	CLIFF DR. (Front of Sierra Medical)	GREEN
42	13	SAN ANTONIO AVE.	PARK ST.	GREEN
43	25	KANSAS	8TH	GREEN
44	60	FATHER RAHM AVE.	OCHOA ST.	GREEN
45	70	FT. BLISS COMMISSARY		GREEN
46	94	VA HEALTH CENTER	BEAUMONT HOSPITAL	GREEN
47	9	MACHUCA APTS.		ORANGE
48	15	OREGON ST.	HAGUE RD.	ORANGE
49	16	OREGON ST.	UNIVERSITY AVE.	ORANGE
50	17	CAROUSEL DR.	RUBIN DR.	ORANGE
51	18	MESA ST.	CORONADO CENTER	ORANGE
52	19	SUNLAND PK MALL	MESA HILLS	ORANGE
53	21	SUNCREST	RUBIN DR.	ORANGE
54	74	MESA ST.	CRESTMONT DR.	ORANGE
55	77	McCLINTOCK	CROSSROADS	ORANGE
56	78	MESA ST.	DONIPHAN DR.	ORANGE
57	79	MESA ST.	RESLER DR.	ORANGE
58	110	BORDERLAND RD.	DONIPHAN DR.	ORANGE
59	111	DONIPHAN DR.	THORN AVE.	ORANGE
60	112	SUNLAND PLAZA	MESA HILLS	ORANGE
61	29	ALAMEDA AVE.	JEFFERSON HIGH SCHOOL	PURPLE
62	30	ALAMEDA AVE.	THOMASON HOSPITAL	PURPLE
63	34	KENNEDY APT COMPLEX	ZARAGOZA RD.	PURPLE
64	49	ALAMEDA AVE.	ROSEWAY DR.	PURPLE
65	50	YERMOLAND DR.	CORNELIUS DR.	PURPLE
66	51	LILAC DR.	GOOD SAMARITAN TOWERS	PURPLE
67	52	AMERICAS AVE.	ZARAGOZA RD.	PURPLE
68	53	NORTH LOOP DR.	CAROLINA DR.	PURPLE
69	54	ALAMEDA AVE.	GOODWILL IND.	PURPLE
70	56	PRESA PL.	ALAMEDA AVE.	PURPLE
71	57	NORTH LOOP DR.	LA PROMESA	PURPLE
72	58	LOMALAND DR.	NORTH LOOP DR.	PURPLE
73	59	YARBROUGH DR.	MERAZ AVE.	PURPLE
74	61	KNIGHTS DR.	THOMAS MANOR PARK	PURPLE
75	62	NORTH LOOP DR.	YARBROUGH DR.	PURPLE
76	65	ALAMEDA AVE.	ZARAGOZA RD.	PURPLE
77	69	CAROLINA	YARBROUGH DR.	PURPLE
78	88	ALAMEDA AVE.	WHITTIER DR.	PURPLE
79	89	ALAMEDA AVE.	PADRES	PURPLE
80	90	ALAMEDA AVE.	8061 ALAMEDA AVE. (Clinic)	PURPLE
81	91	NORTH LOOP DR.	ZARAGOZA RD.	PURPLE
82	92	YERMOLAND DR.	JAYCOM APT.	PURPLE
83	93	ALAMEDA AVE.	ZARAGOZA RD.	PURPLE
84	95	BETEL	KERNEL	PURPLE
85	97	DELTA DR.	KIRKLIN (Mental Health Ctr.)	PURPLE
86	103	NORTH LOOP DR.	ZARAGOZA RD.	PURPLE
87	104	NORTH LOOP DR.	UPLAND ST./EASTLAND ST.	PURPLE
88	106	YARBROUGH DR.	ALAMEDA AVE.	PURPLE

BIDDER'S (COMPANY) NAME

60-2007-037-BUS SHELTER PAINTING [10/13/2006 9:57:22 AM]

SECTION A

89	12	EL PASO DR.	EUCLID	RED
90	14	MAGOFFIN AVE.	EUCALYPTUS ST.	RED
91	24	CHELSEA ST.	GATEWAY WEST BLVD.	RED
92	28	PAISANO DR.	EUCALYPTUS ST.	RED
93	31	PAISANO DR.	HERNANDEZ ST.	RED
94	32	PAISANO DR.	VAL VERDE ST.	RED
95	66	MYRTLE AVE.	KANSAS ST.	RED
96	68	PAISANO DR.	PIEDRAS ST.	RED
97	81	CORTEZ DR.	POOLY HOUSING COMPLEX	RED
98	82	PAISANO DR.	BOONE ST.	RED
99	83	PAISANO DR.	GATEWAY WEST BLVD.	RED
100	96	PAISANO DR.	OREGON	RED

COPIES REQUIRED:

ONE COMPLETE copy of the BID PACKAGE is required. "Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer" The bidder shall submit its bid on the forms (UNALTERED) as furnished by the City. All bids shall contain the following:

1. Those pages on which you are required to fill in prices, furnish other information, or which call for a signature and those pages which include the City of El Paso Standard Contract Clauses (Section C)
2. Any other information requested , and
3. The submission or attachment of company "Quotation Forms" or other documents containing alternative terms and / or conditions is not acceptable and may result in your bid being deemed as non- responsive. Unauthorized additions, bids that do not contain a unit price where required or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in your bid being deemed as non-responsive. Refer to Section F, Item 1.

OPTION TO PURCHASE ADDITIONAL QUANTITY OF ITEMS - PLEASE CHECK APPROPRIATE BOX
NOTE: NOT AN AWARD FACTOR

The City at its sole discretion, may exercise any option to purchase an additional quantity of items, by giving the Contractor written notice no later than thirty (30) days prior to the date indicated in the offer.

Bidder offers the City the option of purchasing additional units, at the same unit price, if the option is exercised within:

- A. Sixty [60] days from date of award of the contract. YES ☐ NO ☐
- B. Ninety [90] days from date of award of the contract. YES ☐ NO ☐
- C. **NO OPTION OFFERED** ☐

BIDDER'S (COMPANY) NAME _____

PROMPT PAYMENT:

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices to be submitted in single copy.

PAYMENT TERMS: Please mark appropriate block.

_____ % - 10 Days	<input type="checkbox"/>
_____ % - 20 Days	<input type="checkbox"/>
_____ % - 30 Days	<input type="checkbox"/>
<u>Net</u> - 30 Days	<input type="checkbox"/>

LATE PAYMENTS:

Late Payment fees will incur at the State of Texas statutory rate.

REMITTANCE ADDRESS:

IF REMITTANCE ADDRESS IS DIFFERENT FROM ADDRESS SHOWN ON THE FACE OF THE SOLICITATION FORM, COMPLETE THE FOLLOWING:

REMIT TO: _____

ATTN: _____

MAIL ADDRESS: _____
[ADDRESS]

[CITY, STATE AND ZIP CODE]

BIDDER'S (COMPANY) NAME _____

CITY'S REQUIRED DELIVERY:

Subsequent to the receipt of a **WRITTEN NOTICE OF AWARD**, as evidenced by the date of receipt shown on the us postal service domestic return receipt, delivery shall be made within thirty (30) consecutive calendar days after receipt of initial Purchase Order.

Bidder's promised delivery: on or before _____ consecutive calendar days after receipt of the initial purchase order.

NOTE: If bidder does not specify an earlier delivery, the City's required delivery shall prevail. A delivery date later than the City's required delivery may be cause for the rejection of the bid.

DELIVERY LOCATION

F.O.B. SITE, SPECIFIC LOCATION TO BE PROVIDED AT THE TIME OF ORDER.

SECTION B
SPECIFICATIONS
BUS SHELTER PAINTING

GENERAL CONDITIONS:

1. The specifications listed are to be interpreted as meaning the minimum required by the City. Offeror commits to provide goods [or services] that are consistent with the City's specifications in every regard unless an exception is clearly noted. The City may accept a bid subject to an exception if, in the sole judgment of the City, the bid meets or exceeds the City's specifications. If the goods [or services] offered do not meet or exceed the City's specifications because of the exception, the City will consider the bid non-responsive. [R 8/29/97]
2. Details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, provided that only materials and workmanship of the highest quality are to be used, and best commercial practice is adhered to in the fabrication of the unit(s). Except as otherwise specified herein, the manufacturer shall be solely responsible for design and construction of the product to meet the stated performance criteria.
3. Any manufacturer's names, trades names, brand names, or catalog numbers used in these specifications are for the purpose describing and establishing minimum requirements or level of quality and design required, and are in no way intended to prohibit the bidding of other manufacturers' item of equal material and quality.

SCOPE OF WORK

To clean, prime and paint bus shelters of varying sizes as per attached list, on site. The work required under the contract includes all labor, materials, equipment and/or services necessary and incidental for performing all work for the painting of bus passenger shelters installed by the Mass Transit Department at various locations within the corporate limits of the City of El Paso. Attached is a list of the size and the locations of the current bus shelters.

SPECIFICATIONS:

To clean, prime and paint bus shelters of varying sizes. The shelters will be painted as per attached list, on site. The work will include:

1. Prepare surface as per paint manufacturing specifications, to ensure complete paint coverage.
2. Prime bus shelter, using Sherwin-Williams KEM 400 primer, Gray #523-2848 primer, or approved equal.

BIDDER'S (COMPANY) NAME: _____

3. Paint bus shelter using Sherwin-Williams industrial enamel B54-T-104 Alkyed coating, or approved equal: in the following colors, per attached list: (see attachment for formula numbers)
 - a. Sun Metro Cerise
 - b. Sun Metro Blue
 - c. Sun Metro Purple
 - d. Sun Metro Brown
 - e. Sun Metro Thermal Orange
4. All plastic top dome panels on all shelters will be painted Sherwin-Williams Silver-rite industrial paint B59-S11, or approved equal.
5. All the circular shape panels on the sides of top domes where Sun Metro logo is placed will be painted white using Sherwin-Williams industrial enamel, or approved equal as needed.
6. After painting shelter, affix the bus shelter number as per attached list using color fast adhesive vinyl- white, 4" X 2".
7. Bus shelter area will be barricaded off to ensure the safety and protection of the general public.
8. All areas in vicinity (including ground) of shelter will be covered to protect from over spray.
9. Any overspray in the area will be cleaned and brought to original state.
10. All paint application will follow the recommended factory handling procedures and instructions to insure proper results.
11. All safety precautions will be taken during project and comply with material safety data sheets.

Number of shelters per size :

Size	Quantity
6 x 9	85
6 x 15	4
6 x 18	<u>11</u>
	100

PLEASE MARK APPROPRIATE BOX

OFFEROR AGREES TO PERFORM TO THE SPECIFICATIONS AS SET FORTH ABOVE

☐

OR

OFFEROR TAKES THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS SET FORTH ABOVE

☐

BIDDER'S (COMPANY) NAME: _____

WARRANTIES:

1. **Manufacturer's standard warranty, copy to be submitted with offer.**
2. All warranties to run from the date of installation of the part in a unit.
3. All warranties to cover labor, parts and shipping for return of parts.

NOTICE

IN ORDER TO MEET THE CITY'S SCHEDULE FOR AWARDING THIS REQUIREMENT, IT IS EXTREMELY IMPORTANT THAT REQUESTS FOR CLARIFICATION OR ADDITIONAL INFORMATION BE SUBMITTED, IN WRITING, EIGHT DAYS PRIOR TO BID OPENING DATE. EACH VENDOR SUBMITTING QUESTIONS SHALL CLEARLY ADDRESS EACH QUESTION BY REFERENCE TO A SPECIFIC SECTION, PAGE AND ITEM OF THIS SOLICITATION. QUESTIONS SUBMITTED AFTER THIS DATE MAY NOT NECESSARILY ELICIT A RESPONSE.

ALL REQUESTS SHALL BE MAILED TO: THE CITY OF EL PASO, PURCHASING DEPARTMENT, ATTN: JESUS M. JUAREZ, PROCUREMENT ANALYST, 2 CIVIC CENTER PLAZA, EL PASO, TEXAS 79901-1196 OR FAXED TO (915) 541-4347. IT IS THE VENDOR'S RESPONSIBILITY TO FOLLOW UP AND MAKE CERTAIN THAT THE CITY OF EL PASO PURCHASING DEPARTMENT RECEIVED THE REQUEST. VENDORS SHALL PROMPTLY NOTIFY THE CITY OF EL PASO PURCHASING DEPARTMENT OF ANY AMBIGUITY OR INCONSISTENCY, WHICH THEY MAY DISCOVER UPON EXAMINATION OF A SOLICITATION DOCUMENT. DURING THE BID PROCESS, VENDORS SHALL NOT CONTACT ANY CITY STAFF EXCEPT THOSE DESIGNATED IN THE TEXT OF THIS SOLICITATION OR IN SUBSEQUENT DOCUMENTATION. NON- COMPLIANCE WITH PROVISION MAY RESULT IN REJECTION OF THE OFFER INVOLVED.

BIDDER'S (COMPANY) NAME: _____

If unable to respond to this Invitation to Bid and you wish to continue to receive Invitations to Bid, complete and return this page.

The City of El Paso is appreciative of the time and effort you expand in preparing and submitting bids to the City. We would appreciate it if you would indicate on any NO BID response any requirement of this Invitation to Bid which may have influenced your decision to NO BID.

_____ Do not sell this commodity

_____ Bid directs by manufacture

_____ Cannot meet specifications

_____ Job too large

_____ Job too small

_____ Cannot provide required bonding

_____ Cannot provide required insurance

_____ Bidding through dealer

_____ Do not wish to do business with the City of El Paso
(Please explain)

_____ Specifications are proprietary to _____

Brand name

Other: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Business Telephone No. _____ Fax: _____

Internet Address: _____

BIDDER'S (COMPANY) NAME: _____

SECTION C
CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a fixed-price, single purchase (one time) contract. Further, the City is soliciting an OPTION to purchase additional quantities, should the requirement arise. [See Section A, a paragraph titled "OPTION TO PURCHASE ADDITIONAL QUANTITIES"]. The term of the contract shall be for **nine (9) months** from the notice to proceed.

In the event the City has not obtained another goods and service contractor by the expiration date of the term contract, the Contractor shall nonetheless continue for a period not to exceed six (6) months on a month - to- month basis after the end of its term unless the City shall have notified the service company that the City obtained another servicing contractor.

2. INVOICES & PAYMENTS

- a. The Contractor shall submit invoices, in single copy, on each contract. Invoices covering more than one contract will not be accepted.
- b. Invoices shall be itemized and transportation charges, if any, shall be listed separately.
- c. Invoices shall reflect the Contract Number and the Purchase Order Number.
- d. Do not include Federal tax, State tax, or City Tax. City shall furnish tax exemption certificate if requested.
- e. Discounts will be taken from the date of receipt of services or date of invoice, whichever is later.
- f. The City's obligation is payable only and solely from funds available for the purpose of this service. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Contractor by the City.
- g. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- h. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless other wise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor or his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical, or mental impairment, loss of services, or death results from or involves NEGLIGENCE or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause. [Revised 04-07-99]

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

- a. The price to be paid by the City shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for services of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the cost of the services shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. **TERMINATION [REV. 06/07/97]**

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

9. **ADDITIONAL REMEDIES [R 6/97]**

If the City terminates the contract because of the contractor's failure to perform the services as required by the contract, the City shall have the right to obtain like services from another vendor in substitution for those due from the Contractor. The cost of substitute services shall be determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of the substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the termination or services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

(also, see clause no. 23 for Additional Remedies)

10. **TERMINATION FOR DEFAULT BY CITY [REV. 06/09/97]**

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Director of Purchasing describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [REV. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract..

12. ASSIGNMENT-DELEGATION

No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the

Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

This contract shall be controlled by the law of the State of Texas along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS:

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there shall be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.

19. CONTRACT ADMINISTRATION

Administration of this Contract, on behalf of the City of El Paso, is the responsibility of Jesus M. Juarez, Procurement Analyst, Financial Services-Purchasing Division, who is your point of contact for general information or specific matters concerning the administration of this contract. Mr. Juarez can be reached by telephone at (915) 541-4317, or by FAX at (915) 541-4347. Correspondence should be addressed to: The City of El Paso, Financial Services-Purchasing Division, Attn: Jesus M. Juarez Two Civic Center Plaza, El Paso, TX 79901-1196. Please refer to Bid Number or Contract Number in all correspondence.

20. **LIABILITY INSURANCE [REV. 03/97]**

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas public liability insurance a) covering contractor and its employees in the amount of \$500,000 and b) for the protection of the general public and the City in the amount of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 per occurrence for property damage.

With respect to the above required insurance, the City of El Paso and its officers and employees shall be named as additional insureds as their interests may appear. The City shall be provided with 60 days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Financial Services-Purchasing division
Attn: Jesus M. Juarez
Two Civic Center Plaza
El Paso, Texas 79901-1196

Failure to submit insurance certification may result in contract cancellation.

21. **SPECIAL TOOLS & TEST EQUIPMENT**

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto will become the property of the City and to the extent feasible will be identified by the Contractor as such.

22. **ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION [SERVICE CONTRACTS]**

If the Director of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure

of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

SECTION C, CONTRACT CLAUSES

FTA ADDENDA

FEDERAL FUNDING REQUIREMENTS

The following provisions shall apply throughout the performance of this Agreement because federal funds are involved.

A. Anti-Kickback Rules

Salaries of contractors, architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Sec. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

B. Disadvantaged Business Enterprise

The goal for Disadvantaged Business Enterprise (**DBE**) participation for this project is **twenty-five percent (25%)**.

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23, and as amended in Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 apply to this Agreement.
2. **DBE Obligation.** The Contractor or its representative agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 and Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor or its representative shall take all the necessary and reasonable steps in accordance with 49 CFR Part 23 and Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, religion, color, national origin, age, disability, or sex in the award and performance of DOT-assisted contracts. Part 23 and Section 1061(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 apply to this Agreement.

C. Title VI Compliance

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest, hereinafter referred to as the "**Contractor**", agrees as follows:

1. **Compliance with Regulations.** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "**Regulations**") which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Agreement, and in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act, as amended, 42 U.S.C. §6102 Section of the Americans with Disabilities Act, 42 U.S.C. §12132, and Federal Transit Law at 49 U.S.C. §5332, shall not discriminate on the grounds of race, religion, color, creed, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, or supplier, shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability, or national origin.
4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Transit Administration (**FTA**) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or the Contractor has knowledge of an employee who fails or refuses to furnish this information, the Contractor

shall so certify to the Owner or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or,
- b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Owner or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interest of the United States.

D. Interest of Members of, or Delegates to, Congress

In accordance with 18 U.S. C., Sec. 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share of part of this Agreement or any benefit arising therefrom.

E. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

- a) of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. Davis-Bacon Wages

In preparation of his cost estimates and the Project budget, described in Sec. VI, Part C., and Sec. VI, Part D., hereof, the Contractor shall base such estimates and the project budget on the premise that the regulations and requirements enumerated in 29 CFR Part 5, Subpart A (Davis-Bacon and Related Act) apply to the project and must be followed and obeyed by the selected contractor.

G. Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C.,

Sec.6321, et seq. The Energy Conservation requirements are applicable to all contracts.

H. Reporting, Record Retention and Access

1. The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

I. Clean Water Requirements

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and further agrees to report each violation of these requirements resulting from any Project implementation activity of the Contractor to the FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in all of its subcontracts

J. Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and further agrees to report each violation of these requirements resulting from any Project

implementation activity of the Contractor to the FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in subcontract.

K. Conflict of Interest

No employee, officer, or agent of the Owner shall participate in selection, or in the award or administration of an agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent.
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the Contractor, potential contractors, or parties of subcontracts.

L. Debarred Bidders

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the Owner whether or not it, or any or its subcontractors or agents, is or has been on any debarred bidders' list maintained by the United States government. Should the Contractor be included on such a list during the performance of this Project, it shall so inform the Owner. The Contractor hereby certifies that it and its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any of the covered transactions by any Federal Department or agency.

M. Termination of Grant

Should this Agreement be terminated as a result of cancellation of federal funding covering this Project, the Owner will promptly notify the Contractor of the cancellation by certified mail-return receipt requested, whereupon the Contractor shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Contractor will be paid for professional services performed to said date upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

N. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the

Agreement (Form FTA MA (2) dated October, 1995) between Owner and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

O. No Obligation by the Federal Government.

1. The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

P. Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission,

2. or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Q. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests from Owner which would cause Owner to be in violation of the FTA terms and conditions.

SECTION D
[SUPPLY]
REPRESENTATIONS AND CERTIFICATIONS

1. REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENT:

By submitting this offer, the offeror:

- a. Represents that to the best of its knowledge they are not indebted to the City of El Paso.
The City will consider any outstanding indebtedness to the City, including delinquent property taxes, a factor in evaluating the responsibility of the low responsive offeror; and
- b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Minority Business Enterprise Program of the City of El Paso.
- c. Acknowledges that it has read and understands the requirements of the specifications and all other provisions of this solicitation.

2. NOTICE TO OFFERORS

The City of El Paso Purchasing Department does not maintain an automated list of current vendors. However, every effort is made to assure that interested parties are mailed copies of appropriate solicitations, we cannot, however, guarantee 100% accuracy.

All City Formal Solicitations are advertised in **THE EL PASO TIMES**, with the advertisements appearing every Tuesday. All solicitations are advertised twice, with the first advertisement appearing at least two weeks prior to the due date for the offers. It is recommended that interested parties check the **TIMES** every Tuesday morning, and call the City of El Paso, Purchasing Department at [915] 541-4321 and ask that the specific solicitations, in which you are interested, be mailed to you.

3. REQUIRED FORMS:

All offerors are requested to complete the following forms:

FORMS APPEAR ON THE FOLLOWING PAGES

PLEASE Complete the following forms, and return them to the City of El Paso

FOR OFFICE USE:

___ Add

___ Delete

___ Change

___ Update

CITY OF EL PASO
FINANCIAL SERVICES-PURCHASING DIVISION
TWO CIVIC CENTER PLAZA
EL PASO, TEXAS 79901-1196

FAX #(915) 541-4347
TELEPHONE # (915) 541-4308

_____ Vendor Number

PLEASE TYPE OR PRINT1. BUSINESS MAILING ADDRESS: (All Offers, Purchase Orders and Correspondence)

Business Name

Street, P.O. Box, Suite, Etc.

City	State	Zip	Telephone	Fax	E-mail
_____	_____	_____	_____	_____	_____

2. REMITTANCE ADDRESS:

Name

Address

City	State	Zip	Telephone	Fax	E-Mail
_____	_____	_____	_____	_____	_____

3. PHYSICAL ADDRESS IF DIFFERENT:

Name

Address

City	State	Zip	Telephone	Fax	E-Mail
_____	_____	_____	_____	_____	_____

4. ☐ _ Manufacturer or Producer☐ _ Wholesaler☐ _ Retailer☐ _ Franchised Distributor☐ _ Factory Representative☐ _ Other _____☐ _ Large Business☐ _ Small Business☐ _ Disadvantaged Business Enterprise☐ _ Asian - Pacific American☐ _ Black American☐ _ Hispanic American☐ _ Native American☐ _ Woman Owned Business☐ _ Handicapped☐ _ Local Business Enterprise☐ _ HUB State Certified Historically Underutilized
Business, please furnish copy of Certification.

[SEE NEXT PAGE FOR DEFINITIONS]

DEFINITIONS:

SMALL BUSINESS CONCERN:

Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE:

At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS:

At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED:

At least fifty-one percent [51%] owned by a person or persons with and orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE

A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]

A Business Enterprise, which has been granted a Certificate by the State of Texas, as an Historically Underutilized Business.

5. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas General Services Commission Small Business Programs, P.O. Box 13047, Austin, Texas 78711-3047. The City encourages you to contact the State on the HUB program, if you feel you may qualify.
6. I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of El Paso Purchasing Office to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of El Paso Purchasing Office in writing of any changes to this application; i.e., change of address, change of class etc. The City of El Paso does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Purchasing Department, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.

Signature of Person Authorized to Sign Application

Title

Date

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a guide for writing. There are no margins, text, or other markings on the paper.

The City of El Paso Purchasing Department is requesting information to update their vendor records **and to fulfill IRS requirement that taxpayer identification numbers (EID or Social Security) and certification be on file with the City. Failure to provide this information may require the City to withhold 20% of payments due you or your firm and pay that amount directly to the IRS.**

CITY OF EL PASO
FINANCIAL SERVICES-PURCHASING DIVISION
TWO CIVIC CENTER PLAZA
Tel. No. (915) 541-4308 EL PASO, TEXAS 79999-1919 Fax No. (915) 541-4347

BUSINESS ORDERING ADDRESS FIRM NAME: _____		BUSINESS BILLING ADDRESS FIRM NAME: _____	
ADDRESS: _____		ADDRESS: _____	
CITY/STATE: _____		CITY/STATE: _____	
TELEPHONE: _____	FAX: _____	E-Mail: _____	
EIN OR SSN: _____ INCORPORATED IN STATE OF: _____; PARTNERSHIP: GENERAL <input type="checkbox"/> OR LTD. <input type="checkbox"/> ; SOLE PROPRIETORSHIP <input type="checkbox"/> ; JOINT VENTURE <input type="checkbox"/> ; OTHER: _____.			
1. I certify under penalty of perjury that the tax identification number is correct.			
2. I certify under penalty of perjury that I am not subject to backup withholding.			
AUTHORIZED SIGNATURE _____		DATE _____	
PRINT NAME & TITLE _____			

ADDITIONAL REPRESENTATIONS AND CERTIFICATIONS

INDEX:

- I. SCHEDULE OF DBE/WBE PARTICIPATION
- II. LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
- III. BUY AMERICAN CERTIFICATE
PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS
- IV. BIDDER'S CERTIFICATION STATEMENT
- V. CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION
- VI. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- VII. CERTIFICATION OF RESTRICTION ON LOBBYING

NOTE: **FAILURE TO SIGN CERTIFICATIONS [Section D - FTA Addendum] MAY BE CAUSE FOR REJECTION OF BID.**

ADDITIONAL REPRESENTATIONS AND CERTIFICATIONS

SCHEDULE OF DBE/WBE PARTICIPATION

Name of Prime Contractor

Name of DBE/WBE Contractor	Address	Type of Work	Start/End Dates	Agreed Price
----------------------------	---------	--------------	-----------------	--------------

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

NOTE

The undersigned will enter into a formal agreement with Disadvantaged Contractors for work listed in this schedule conditioned upon the execution of a contract with the City of El Paso.

Signature

Name of Prime Contractor

Date

LETTER OF INTENT TO PERFORM
AS A SUBCONTRACTOR

To: _____
Name of Contractor

The undersigned intends to perform work in connection with the above project as (check one):

_____ an individual _____ a corporation
_____ a partnership _____ a joint venture

The disadvantaged status of the undersigned is confirmed (a) in the City of El Paso's DBE/WBE Directory dated _____
or (b) on the attached Disadvantaged/Women Business Enterprise Certification Form (Available at Purchasing Department).

The undersigned is prepared to perform the following described work in connection with the above project, _____

at the following price: _____.

_____ Percent of the dollar value of the subcontract will be sublet and/or awarded to non-disadvantaged contractors and/or non-disadvantaged suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the City of El Paso.

Disadvantaged Contractor

Signature

Date

Applies only to contracts for the purchase of motor vehicles.

**BUY AMERICA CERTIFICATE
PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

The Bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

or

Certificate for Non-Compliance with Section 165(a)

The Bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER'S CERTIFICATION STATEMENT

1. Certification with regard to the performance of previous Contracts or Subcontracts subject to the Equal Employment Opportunity Clause and the filing of required reports.

The bidder _____, and/or proposed Subcontractor _____, hereby certifies that they have _____, have not _____ participated in a previous Contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 1114, or 11246, and that they have _____, have not _____, filed with the Joint Reporting Committee on Equal Employment Opportunity, all reports due under the applicable filing.

Company Name

by:

Signature

Title

Dated:

Note: The above certification is required by the Equal Employment Opportunity Regulation of the Secretary of Labor (41 CFR 60-1.7) (b)(1), and must be submitted by bidders and proposed subcontractors only in connection with Contracts and Subcontracts which are subject to the Equal Employment Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5 (generally only Contracts or Subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders or their implementing regulations. Proposed Prime Contractors and Subcontractors who have participated in a previous Contract or Subcontract subject to Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of Contracts and Subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Department of Transportation or by the director, Office of Federal Contract Compliance, United States Department of Labor.

2. Certification of Non-collusion. The bidder being sworn deposes and says, _____, the Contractor, submitting this bid, and that its agents, officers or employers have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

by: _____
Company Name
Signature
Title
Dated: _____

3. Ineligible Contractor. The bidder hereby certifies that it is/is not (underscore one) included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions.

by: _____
Company Name
Signature
Title
Dated: _____

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal).

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned Chief Legal Counsel for the _____ hereby certifies that the

has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant of cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(If the Primary Participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned Chief Legal Counsel for the _____ hereby certifies that the, _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 19_____.

Company Name: _____

By: _____
Signature of company official

Title of company official

SECTION E
NOTICES AND INSTRUCTIONS TO OFFERORS

1. **SIGNATURE OF OFFER BY PERSON AUTHORIZED TO SIGN**

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a bid non-responsive.

2. **REQUIRED NUMBER OF COPIES:**

OFFER [BID OR PROPOSAL] MUST BE SUBMITTED IN ORIGINAL FORM ONLY. COPIES NEED NOT BE SUBMITTED UNLESS INSTRUCTED OTHERWISE IN THE SOLICITATION. ONLY THOSE PAGES ON WHICH YOU ARE REQUIRED TO FILL IN PRICES, FURNISH OTHER INFORMATION, OR WHICH CALL FOR A SIGNATURE NEED BE TURNED IN AS YOUR OFFER.

3. **OFFER SUBMISSION INSTRUCTIONS:**

OFFER MUST BE SEALED WHEN PRESENTED TO THE FINANCIAL SERVICES-PURCHASING DIVISION. Offers will be received by the City of El Paso until 2:00 P.M., local time, on WEDNESDAY, NOVEMBER 8, 2006. Bids will be publicly opened and read. Proposals will be announced.

NOTE: THE CITY DOES NOT PROVIDE ENVELOPES FOR THE PURPOSE OF SUBMITTING OFFERS.

4. **ADDRESSING INSTRUCTIONS:**

The envelope containing the offer must be addressed as follows:

PURCHASING MANAGER
CITY OF EL PASO
2 CIVIC CENTER PLAZA
FRANKLIN & SANT FE
EL PASO, TEXAS 79901-1196

DUE -- WEDNESDAY, NOVEMBER 8, 2006, 2:00 P.M. LOCAL TIME

BID NO 2007-037 -- BUS SHELTER PAINTING-SUN METRO

5. **LABELING OF BIDS:**

The Due Date and Solicitation Number must be written on the outside of the package containing the offer. The City Purchasing Department may open any unlabeled submittal to identify it properly. Offerors are required to use the bid label provided to protect the integrity of their sealed bids and to fully avail themselves of the sealed bid process.

6. **OFFER DELIVERY RESPONSIBILITY:**
The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.
7. **DESCRIPTIVE LITERATURE:**
Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each bid. If an offeror wishes to furnish additional information, more sheets may be added. To be submitted in DUPLICATE.
8. **OFFER DOCUMENTS, SUPPORTING LITERATURE AND RELATED DATA:**
Related data, where applicable, will be made part of the bid. All documents, literature and related data submitted as an offer becomes the property of the City of El Paso.
9. **ALTERNATE OFFERS:**
Alternate offers may be submitted, if they meet the minimum requirements of the specifications. For full consideration, all necessary technical data will be furnished with such alternate bids so proper evaluations can be made.
10. **SOLICITATION CHANGES OR CLARIFICATIONS:**
Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Department for its consideration, **provided the requests are made in writing, and received before the Wednesday before the bid opening date. Requests received after that time may not elicit a response.**

All requests will be mailed to the City of El Paso, Financial Services-Purchasing Division, ATTN: Jesus M. Juarez Procurement Analyst, Two Civic Center Plaza, El Paso, Texas 79901-1196 or faxed to (915) 541-4347.
11. **ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS:**
ALL AMENDMENTS WILL BE ACKNOWLEDGED ON THE SOLICITATION, OFFER, AND AWARD FORM (ITEM NO. 10); FAILURE TO DO SO MAY CAUSE THE BID TO BE REJECTED.
12. **BID PREPARATION COSTS:**
This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.
13. **DEFINITION OF COMPLETE:**
The word "complete" means that each proposed unit of equipment will include all appurtenances, fasteners, parts, accessories and services ordinarily catalogued.
14. **ADDITIONAL INFORMATION:**
For further procedural information concerning this Invitation for Bids contact Jesus M. Juarez, Procurement Analyst, Financial Services-Purchasing Division, telephone no. (915) 541- 4317, FAX no (915) 541-4347.

15. ACCEPTANCE OR REJECTION OF BIDS:
The City reserves the right to accept or reject any or all bids, to waive all minor technicalities, and to accept the bid or bids determined to be the most favorable to the City.
16. TIME AND PLACE OF OPENING:
Offers will be opened and read in Council Chambers, Second Floor, City Hall, shortly after 2:00 p.m. on opening day. However, you are cautioned that offers must be received in the Purchasing Department, before the time stated in paragraph two, above.
17. NOTICE TO NONRESIDENTS:
Offers received from nonresidents (bidders whose principal place of business is not in the State of Texas) must be lower than offers from Texas bidders by the same amount that a Texas bidder would be required to underbid a resident bidder, to obtain a comparable contract, in the state in which a nonresident bidder's business is located. **This paragraph does not apply to contracts involving federal funds.**
18. ROUNDING:
Except those commodities normally priced to four decimal places, bids submitted beyond two decimals will be rounded off to the nearest cent.
19. UNIT PRICES:
In the event of a discrepancy between the unit price offered, and the extension thereof, the unit price shall prevail.
20. TIE BIDS: **REV. 06/10/97**
In case of a tie, the successful bid will be determined by lot unless the principal place of business of one, but not more than one, of the parties to the tie is located in the City of El Paso in which case the award will be made to the local vendor.
21. BID RESULTS:
Any questions concerning bid results should be directed to the City of El Paso Financial Services-Purchasing Division, Two Civic Center Plaza, El Paso, Texas, 79901-1196.
22. BID TABULATIONS:
To better serve bidders with a complete, tabulated, report, the Purchasing Department will accept **requests for FAX or mail copies of bid results after 1:00 P.M., Friday, the week of bid opening,** telephone no. (915) 541-4319; fax no. (915) 541-4347. No results will be given over the phone.
23. FAILURE TO RESPOND TO SOLICITATIONS:
Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.
24. TIME:
Time of delivery is of the essence.

SECTION F

EVALUATION FACTORS FOR AWARD

1. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
2. Any award made under this solicitation shall be made to the lowest responsive, responsible bidder, price and other factors considered
3. Only one single contract shall be awarded as the result of this solicitation.
4. Prompt payment discounts will be considered when determining the apparent lowest bidder, providing the City is allowed at least ten (10) days in which to take advantage of the discount.

ADD TO SERVICE CONTRACTS ONLY

DETERMINATION THAT THE PRICE[S] OFFERED IS/ARE REASONABLE

As part of the requirement to establish the ***responsibility*** of the offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price[s] at which the services are offered. Prices which are significantly lower than the mean of all offers, and appear to be unreasonably low, may be determined to be evidence of non-responsibility, and cause the offer to be rejected.